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9 UNITED STATES DISTRICT COURT

10 NORTHERN DISTRICT OF CALIFORNIA

11 SAN FRANCISCO DIVISION

12  
13 FINJAN, INC.,

14 Plaintiff,

15 vs.

16 PROOFPOINT, INC. AND ARMORIZE  
17 TECHNOLOGIES, INC.,

18 Defendants.

Case No. 3:13-CV-05808-HSG

**ADMINISTRATIVE MOTION TO SEAL  
PORTIONS OF PROOFPOINT, INC. AND  
ARMORIZE TECHNOLOGIES, INC.'S  
RENEWED MOTION TO STRIKE  
FINJAN, INC.'S INFRINGEMENT  
CONTENTIONS AND EXHIBITS IN  
SUPPORT THEREOF**

**I. INTRODUCTION**

Pursuant to this District's Civil Local Rules 7-11 and 79-5, Defendants Proofpoint, Inc. and Armorize Technologies, Inc. (collectively "Defendants") hereby bring this administrative motion for an order to seal portions of Proofpoint's Renewed Motion to Strike Finjan, Inc.'s ("Finjan") Infringement Contentions ("Renewed Motion to Strike") and certain exhibits filed in support thereof. There are compelling reasons to file the following documents containing highly confidential Proofpoint information and source code under seal:

Document
Defendants' Renewed Motion to Strike Finjan's Supplemental Infringement Contentions
Exhibit A-1 to Defendants' Renewed Motion to Strike Finjan's Supplemental Infringement Contentions
Exhibit A-2 to Defendants' Renewed Motion to Strike Finjan's Supplemental Infringement Contentions
Exhibit A-3 to Defendants' Renewed Motion to Strike Finjan's Supplemental Infringement Contentions
Exhibit A-4 to Defendants' Renewed Motion to Strike Finjan's Supplemental Infringement Contentions
Exhibit B-1 to Defendants' Renewed Motion to Strike Finjan's Supplemental Infringement Contentions
Exhibit B-2 to Defendants' Renewed Motion to Strike Finjan's Supplemental Infringement Contentions
Exhibit B-3 to Defendants' Renewed Motion to Strike Finjan's Supplemental Infringement Contentions
Exhibit B-4 to Defendants' Renewed Motion to Strike Finjan's Supplemental Infringement Contentions
Exhibit B-5 to Defendants' Renewed Motion to Strike Finjan's Supplemental Infringement Contentions
Exhibit C-1 to Defendants' Renewed Motion to Strike Finjan's Supplemental Infringement Contentions
Exhibit D-1 to Defendants' Renewed Motion to Strike Finjan's Supplemental Infringement

1	Contentions
2	Exhibit D-2 to Defendants' Renewed Motion to
3	Strike Finjan's Supplemental Infringement
4	Contentions
5	Exhibit D-3 to Defendants' Renewed Motion to
6	Strike Finjan's Supplemental Infringement
7	Contentions
8	Exhibit D-4 to Defendants' Renewed Motion to
9	Strike Finjan's Supplemental Infringement
10	Contentions
11	Exhibit E-1 to Defendants' Renewed Motion to
12	Strike Finjan's Supplemental Infringement
13	Contentions
14	Exhibit E-2 to Defendants' Renewed Motion to
15	Strike Finjan's Supplemental Infringement
16	Contentions
17	Exhibit E-3 to Defendants' Renewed Motion to
18	Strike Finjan's Supplemental Infringement
19	Contentions
20	Exhibit E-4 to Defendants' Renewed Motion to
21	Strike Finjan's Supplemental Infringement
22	Contentions
23	Exhibit E-5 to Defendants' Renewed Motion to
24	Strike Finjan's Supplemental Infringement
25	Contentions
26	Exhibit F-1 to Defendants' Renewed Motion to
27	Strike Finjan's Supplemental Infringement
28	Contentions
	Exhibit F-2 to Defendants' Renewed Motion to
	Strike Finjan's Supplemental Infringement
	Contentions
	Exhibit G-1 to Defendants' Renewed Motion to
	Strike Finjan's Supplemental Infringement
	Contentions
	Exhibit G-2 to Defendants' Renewed Motion to
	Strike Finjan's Supplemental Infringement
	Contentions
	Exhibit H-1 to Defendants' Renewed Motion to
	Strike Finjan's Supplemental Infringement
	Contentions
	Exhibit H-2 to Defendants' Renewed Motion to
	Strike Finjan's Supplemental Infringement
	Contentions
	Exhibit H-3 to Defendants' Renewed Motion to

1	Strike Finjan’s Supplemental Infringement Contentions
2	Exhibit H-4 to Defendants’ Renewed Motion to
3	Strike Finjan’s Supplemental Infringement Contentions
4	Exhibit H-5 to Defendants’ Renewed Motion to
5	Strike Finjan’s Supplemental Infringement Contentions
6	Exhibit I to Defendants’ Renewed Motion to Strike
6	Finjan’s Supplemental Infringement Contentions

7 Proofpoint contacted Finjan to determine whether it would oppose filing this document  
8 under seal. At the time of filing, Finjan had not responded to Proofpoint’s inquiry.

9 **II. ARGUMENT**

10 Proofpoint’s Renewed Motion to Strike contains highly confidential source code and  
11 description of Proofpoint’s products. Declaration of Sam Stake (“Stake Decl.”) ¶¶ 4-5.  
12 Proofpoint seeks to seal Finjan’s Supplemental Infringement Contentions (Exhibits A-1 – I of the  
13 Stake Declaration) and portions of Proofpoint’s Renewed Motion to Strike that cite to these  
14 contentions, as these documents disclose Proofpoint’s source code directories and confidential  
15 information regarding the operation of Proofpoint products. *Id.* Source code is confidential  
16 information warranting sealing. *Apple, Inc. v. Samsung Elecs. Co., Ltd.*, No. 11–CV–01846–  
17 LHK, 2012 WL 6115623, at \*2 (N.D. Cal. Dec. 10, 2012) (finding a compelling reason to seal  
18 source code and noting “[c]onfidential source code clearly meets the definition of a trade secret”).  
19 Although Finjan’s citations are to high-level source code directories, the organization of this  
20 source code (as well as directory names) could indicate to Proofpoint’s competitors how its  
21 proprietary products and features operate.

22 If this confidential information were disclosed, significant competitive harm could result  
23 for Proofpoint. Stake Decl. ¶ 6. Competitors could use such information to re-create or re-  
24 produce certain features of Proofpoint’s products. *Id.* These products are proprietary to  
25 Proofpoint. *Id.* Courts have found it appropriate to seal documents that contain “business  
26 information that might harm a litigant's competitive standing[.]” *See Nixon v. Warner Commc’ns,*  
27 *Inc.*, 435 U.S. 589, 598-99 (1978). The competitive harm that could result from disclosure of

1 Proofpoint's confidential information (both source code directories and describing the operation of  
2 its products) warrants sealing the Supplemental Infringement Contentions and Proofpoint's source  
3 code directories.

4 **III. CONCLUSION**

5 Both good cause and compelling reasons exist to file under seal Proofpoint's confidential  
6 information containing source code directories and confidential documents describing the  
7 operation of its products. Thus, for the foregoing reasons, Proofpoint respectfully requests that the  
8 Court grant its Administrative Motion to Seal.

9  
10 DATED: May 18, 2015

Respectfully submitted,  
QUINN EMANUEL URQUHART &  
SULLIVAN, LLP

12 By /s/ Jennifer A. Kash

13 Jennifer A. Kash  
14 Sean Pak  
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